

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-13-64190

HUD# 07-13-0530-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TOWN & COUNTRY HOUSING, INC.

PO BOX 166

Belle Plaine, Iowa 52208-0166

NATIONAL MANAGEMENT CORPORATION

12289 Stratford Drive

Clive, Iowa 50325-8147

JENNIFER MEHLERT

PO BOX 166

Belle Plaine, Iowa 52208-0166

COMPLAINANT

LEE ANN M. RINDERER

204 West St. Apt. E4

Williamsburg, Iowa 52361-9455

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her by terminating her tenancy on the basis of sex and sexual orientation. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property, an apartment complex, located at 204 West St. Williamsburg, Iowa 52361-9455.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. 42 U.S.C. § 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation. Iowa Code § 216.8(1)(b).

#### Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

#### Disclosure

6. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

#### Release

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Training

8. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants,

within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement indicating the necessary posters have been placed to the Commission, to the attention of Natalie Burnham, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

#### Relief for Complainant

1. Respondents agree not to proceed with the current 7-Day Notice of Termination of Lease or the Three Day Notice to Cure/Three Day Notice to Quit and will not terminate Complainant's tenancy as a result of the matters addressed in these notices. Respondents will continue to lease the subject unit to Complainant via a month-to-month lease agreement. Respondents agree to rescind the aforementioned notices and remove them from Complainant's tenant file and all other relevant files maintained by Respondents. Respondents will provide the Commission, to the attention of Don Grove, Supervisor of Housing Investigations, with written confirmation that they have done so within 30 days of Respondents' receipt of a Closing Letter from the Commission.
2. Respondents agree to give Complainant proper notice under Iowa Code Chapter 562A Uniform Residential Landlord and Tenant Law prior to any and all inspections of Complainant's unit. Respondents' inspections of Complainant's unit will be conducted under the same protocol and procedure as they are for other tenants of the subject property. All inspections of Complainant's unit conducted by Lyle Morrow will require that he be accompanied by another staff person.
3. Complainant agrees to not converse with fellow residents of the subject property in such a way that undermines management of the subject property or creates unnecessary conflict among tenants.

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Town & Country Housing, Inc., RESPONDENT

Date

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National Management Corporation, RESPONDENT

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Date

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Jennifer Mehlert, RESPONDENT

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Date

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Lee Ann Rinderer, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION